# Montana Fish, Wildlife & Parks

## SPECIFICATIONS FOR WORK
## SPECIAL PROVISIONS

**Contents:**

## 1. PROJECT DESCRIPTION

The Project involves construction work associated with:

**Accessible Fishing Platforms, Pine Grove Pond Fishing Access Site (FAS)**
**Fish, Wildlife & Parks (FWP) project # 7133702**
**Located in Flathead County, MT**

The project generally includes site grading involving excavation with off-site disposal construction, embankment construction, sidewalk placement, structure construction, conserved topsoil placement, revegetation, and incidentals.

## 2. PROJECT RELATED CONTACTS

Project contacts are designated as follows:

**Owner:**
Montana FWP
1420 E. Sixth Ave.
PO Box 200701
Helena, MT 59620-0701

**FWP Project Representative:**
Bardell Mangum
FWP Project Manager
1522 9th Avenue
Helena, MT 59620
406-841-4012 (wk)
406-431-4062 (cell)
406-841-4004 (fax)

## 3. SITE INSPECTION

All Bidders should satisfy themselves as to the construction conditions by personal examination of the site described in this document. Bidders are encouraged to make any investigations necessary to assess the nature of the construction and the difficulties to be encountered, see General Conditions, Article 3.

## 4. SOILS INFORMATION

Geotechnical investigation work has not been done for this Project. It is the responsibility of the Bidders to conduct all investigations and determine the soil type and digging conditions that may be encountered with this Project prior to bid preparation, see General Conditions, Article 3.

## 5. PROJECT REPRESENTATIVE, INSPECTIONS, AND TESTING

The Contractor's work will be periodically tested and observed to insure compliance with the Contract Documents. Complete payment will not be made until the Contractor has

demonstrated that the work is complete and has been performed as required. If the Project Representative detects a discrepancy between the work and the requirements of the Contract Documents at any time, up to and including final inspection, such work will not be completely paid for until the Contractor has corrected the deficiency, see General Conditions, Article 9.

The Project Representative will periodically monitor the construction of work to determine if the work is being performed in accordance with the contract requirements. The Project Representative does not have the authority or means to control the Contractor's methods of construction. It is, therefore, the Contractor's responsibility to utilize all methods, equipment, personnel, and other means necessary to assure that the work is installed in compliance with the Drawings and Specifications, and laws and regulations applicable to the work. Any discrepancies noted shall be brought to the Contractor's attention, who shall immediately correct the discrepancy. Failure of the Project Representative to detect a discrepancy will not relieve the Contractor of his ultimate responsibility to perform the work as required, see General Conditions, Article 3.

The Contractor shall inspect the work as it is being performed. Any deviation from the Contract requirements shall be immediately corrected. Prior to any scheduled observation by the Project Representative, the Contractor shall again inspect the work and certify to the Project Representative that he has inspected the work and it meets the requirements of the Contract Documents. The Project Representative may require uncovering of work to verify the work was installed according to the contract documents, see General Conditions, Article 12.

The work will be subject to review by the Project Representative. The results of all such observations, and all contract administration, shall be directed to the Contractor only through the Project Representative.

5.1 Services Required by the Contractor. The Contractor shall provide the following services:

a. Any field surveys to establish locations, elevations, and alignments as stipulated on the Contract Documents. FWP reserves the right to set preliminary construction staking for the project. The Contractor is responsible to notify FWP for any construction staking discrepancies.

b. Preparation and certification of all required shop drawings and submittals as described in the General Conditions, Article 3.

c. All testing requiring the services of a laboratory to determine compliance with the Contract Documents shall be performed by an independent commercial testing laboratory acceptable to the Project Representative. The laboratory shall be staffed with experienced technicians properly equipped, and fully qualified to perform the tests in accordance with the specified standards.

d. Preparation and submittal of a construction schedule, including submittals, see

General Conditions, Article 3. The schedule shall be updated as required, as defined in the Contract Documents.

e. All Quality Control testing as required by the Contractor's internal policies.

f. All Quality Assurance testing and/or re-testing as stated in the Contract Documents, see General Conditions, Article 13.

5.2 Services Provided by the Owner. The Owner shall provide the following services at no cost to the Contractor except as required for retests as defined in the Contract Documents.

a. The Project Representative may check compaction of backfill and surfacing courses using laboratory testing submittal information supplied by the Contractor. These tests are to determine if compaction requirements are being fulfilled in accordance with the Contract Documents. It is ultimately the responsibility of the Contractor to insure that this level of compaction is constant and met in all locations.

b. Any additional Quality Assurance testing deemed appropriate by the Owner, at the Owner's expense.

## 6. ENGINEERING INTERPRETATIONS

Timely Engineering decisions on construction activities or results have an important bearing on the Contractor's schedule. When engineering interpretation affects a plan design or specifications change, it should be realized that more than 24 hours may be required to gain the necessary Owner participation in the decision process including time for formal work directive, or change order preparation as required.

## 7. REJECTED WORK

Any defective work or nonconforming materials or equipment that may be discovered at any time prior to the expiration of the warranty period, shall be removed and replaced with work or materials conforming to the provisions of the Contract Documents, see General Conditions, Article 12. Failure on the part of the Project Representative to condemn or reject bad or inferior work, or to note nonconforming materials or equipment on the Contractors submittals, shall not be construed to imply acceptance of such work. The Owner shall reserve and retain all its rights and remedies at law against the Contractor and its Surety for correction of any and all latent defects discovered after the guarantee period (MCA 27-2-208).

Only the Project Representative will have the authority to reject work which does not conform to the Contract Documents.

## 8. UTILITIES

The exact locations of existing utilities that may conflict with the work are not precisely known. It shall be the Contractor's responsibility to contact the owners of the respective utilities and arrange for field location services. **One Call Locators, 1-800-424-5555**

The Contract Documents may show utility locations based on limited field observation and information provided to the Project Representative by others. **The Project Representative cannot guarantee their accuracy.** The Contractor shall immediately notify the Project Representative of any discrepancies with utility locations as shown on the Contract Drawings and/or their bury depths that may in any way affect the intent of construction as scoped in these specifications.

There will be no separate payment for exploratory excavation required to locate underground utilities.

8.1 Notification. The Contractor shall contact, in writing, all public and private utility companies that may have utilities encountered during excavation. The notification includes the following information:

a. The nature of the work that the Contractor will be performing.
b. The time, date and location that the Contractor will be performing work that may conflict with the utility.
c. The nature of work that the utility will be required to perform such as moving a power pole, supporting a pole or underground cable, etc.
d. Requests for field location and identification of utilities.

A copy of the letter of notification shall be provided to the Project Representative. During the course of construction, the Contractor shall keep the utility companies notified of any change in schedule, or nature of work that differs from the original notification.

8.2 Identification. All utilities that may conflict with the work shall be the Contractor's responsibility to locate before any excavation is performed. Field markings provided by the utility companies shall be preserved by the Contractor until actual excavation commences. All utility locations on the Drawings should be considered approximate and should be verified in the field by the Contractor. The Contractor shall also be responsible for locating all utilities that are not located on the Drawings.

Utilities are depicted on the Contract Documents in accordance with their achieved “Quality Levels,” as defined in the American Society of Civil Engineer’s Document, ASCE 38, “Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data.” Reliance upon these data for risk management purposes during bidding does not relieve the Contractor, or Utility Owner from following all applicable utility damage prevention statutes, policies, and/or procedures during construction. It is important that the Contractor investigates and understands the scope of work between the

project Owner and Engineer regarding scope of limits of the utility investigations leading to these utility depictions. Definitions of Quality Levels are described as follows:

a. "QUALITY LEVEL A" – (QLA): LOCATING THROUGH EXCAVATION. QLA data are highly accurate and are obtained by surveying an exposed utility. As such, both horizontal and vertical data are recorded. Survey accuracies are typically set at 15mm (1/2-inch) vertically, and to project survey standards horizontally (typically the same as for topography features), although these survey accuracies and precisions are generally left to the owner to specify in a scope of work. In addition to the applicable standard of care and any other additional standards imposed by commercial indemnity clauses, the accuracy of these location data is also typically guaranteed. Other data typically characterized include material type, surface elevation, utility size/capacity, outside dimensions, and configurations, soil type, and utility condition.

b. "QUALITY LEVEL B" – (QLB): DESIGNATING. QLB information is obtained through the application of appropriate surface geophysical methods to identify the existence and approximate horizontal location of utilities (a utility's "designation") within the project limits, followed by survey, mapping, and professional review of that designation. Underground utilities are identified by interpretation of received signals generated either actively or passively, and through correlating these received signals with visible objects (QLC) and record data (QLD) to determine function. Designated utilities that can't be identified are labeled as "unknowns." Although approximate has no accuracy associated with it, generally the locations are within inches rather than feet. The more utility congested the area or the deeper the utilities, the less likely it is that the designations will achieve that accuracy. These designations are then surveyed to project accuracies and precisions, typically third-order accuracy similar to other topography features. Note that surveying existing one-call marks does not lead to QLB data, since the genesis of the marks was not under the direct responsible charge of the professional certifying the QLB depictions, and one-call generally does not address unknown utilities, privately owned utilities, utilities without records, abandoned utilities, and so on. Nor does the professional have knowledge of the field technician's qualifications, training, and level of effort.

c. "QUALITY LEVEL C" – (QLC): SURFACE VISIBLE FEATURE SURVEY. QLC builds upon the QLD information by adding an independent detailed topography site survey for surface-visible appurtenances of subsurface utilities including but not limited to fire hydrants, valves, risers, and manholes. Professional judgment is used to correlate the QLD data to the surveyed features, thus

increasing the reliability of both utility location and existence. It is a function of the professional to determine when records and features do not agree and resolve discrepancies. This may be accomplished by depiction of a utility line at quality level D, effectively bypassing or disregarding (but still depicting) a surveyed structure of unknown origin. Additional resolution may result from consultation with utility owners.

d. "QUALITY LEVEL D" – (QLD): EXISTING RECORDS RESEARCH. QLD is the most basic level of information. Information is obtained from the review and documentation of existing utility records, verbal accounts, and/or one-call markings (to determine the existence of major active utilities and their approximate locations).

8.3 Removal or Relocation of Utilities. All electric power, street lighting, gas, telephone, and television utilities that require relocation will be the responsibility of the utility owner. A request for extending the specified contract time will be considered if utility owners cause delays.

8.4 Public Utilities. Water, sewer, storm drainage, and other utilities owned and operated by the public entities shall, unless otherwise specifically requested by the utility owner, be removed, relocated, supported or adjusted as required by the Contractor at the Contractor's expense. All such work shall be in accordance with these Contract Documents, or the Owner's Standard Specifications or written instructions when the work involved is not covered by these Specifications.

8.5 Other Utilities. Utilities owned and operated by private individuals, railroads, school districts, associations, or other entities not covered in these Special Provisions shall, unless otherwise specifically requested by the utility owner, be removed, relocated, supported or adjusted as required by the Contractor at the Contractor's expense. All work shall be in accordance with the utility owner's directions, or by methods recognized as being the standard of the industry when directions are not given by the owner of the utility.

8.6 Damage to Utilities and Private Property. The Contractor shall protect all utilities and private property and shall be solely responsible for any damage resulting from his construction activities. The Contractor shall hold the Owner and Project Representative harmless from all actions resulting from his failure to properly protect utilities and private property. All damage to utilities shall be repaired at the Contractor's expense to the full satisfaction of the owner of the damaged utility or property. The Contractor shall provide the Owner with a letter from the owner of the damaged utility or property stating that it has been repaired to the utility owner's full satisfaction.

8.7 Structures. The Contractor shall exercise every precaution to prevent damage to existing buildings or structures in the vicinity of his work. In the

event of such damages, he shall repair them to the satisfaction of the owner of the damaged structure at no cost to the Owner.

8.8 Overhead Utilities. The Contractor shall use extreme caution to avoid a conflict, contact, or damage to overhead utilities, such as power lines, streetlights, telephone lines, television lines, poles, or other appurtenances during the course of construction of this project.

8.9 Buried Gas Lines. The Contractor shall provide some means of overhead support for buried gas lines exposed during trenching to prevent rupture in case of trench caving.

8.10 Pavement Removal. Where trench excavation or structure excavation requires the removal of curb and gutter, concrete sidewalks, or asphalt or concrete pavement, the pavement or concrete shall be cut in a straight line parallel to the edge of the excavation by use of a spade-bitted air hammer, concrete saw, colter wheel, or similar approved equipment to obtain a straight, square clean break. Pavement cuts shall be 2 feet wider than the actual trench opening.

8.11 Survey Markers and Monuments. The Contractor shall use every care and precaution to protect and not disturb any survey marker or monuments, such as those that might be located at lot or block corners, property pins, intersection of street monuments or addition line demarcation. Such protection includes markings with flagged high lath and close supervision. No monuments shall be disturbed without prior approval of the Project Representative. Any survey marker or monument disturbed by the Contractor during the construction of the project shall be replaced at no cost to the Owner by a licensed land surveyor.

8.12 Temporary Utilities. The Contractor shall provide all temporary electrical, lighting, telephone, heating, cooling, ventilating, water, sanitary, fire protection, and other utilities and services necessary for the performance of the work. All fees, charges, and other costs associated therewith shall be paid for by the Contractor.

## 9. CONSTRUCTION SAFETY

The Contractor shall be solely and completely responsible for conditions of the jobsite, including safety of all persons (including employees and subcontractors) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement

shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve them from compliance with the obligations and penalties set forth therein, see General Conditions, Article 10.

## 10. CONSTRUCTION LIMITS AND AREAS OF DISTURBANCE

10.1 Construction Limits. Where construction easements or property lines, are not specifically called out on the Contract Documents, limit the construction disturbance to ten (10) feet, when measured from the edge of the slope stake grading, or to the adjacent property line, whichever is less. Disturbance and equipment access beyond this limit is not allowed without the written approval of both the Project Representative and the Owner of the affected property. If so approved, disturbance beyond construction limits shall meet all requirements imposed by the landowner; this includes existing roads used and/or improved as well as the construction of new access roads. Special construction, reclamation, or post-construction reclamation or other closure provisions required by the landowner on access roads beyond the construction limits shall be performed by the Contractor at no additional cost to the Owner.

10.2 Areas of Disturbances. Approved areas of disturbance are those areas disturbed by construction activities within the construction limits and along designated or approved access routes. Such areas may require reclamation and revegetation operations, including grading to the original contours, top soiling with salvaged or imported topsoil, seeding, fertilizing, and mulching as specified herein. Other areas that are disturbed by the Contractor's activities outside of the limits noted above will be considered as site damage or unapproved areas of disturbance, see General Conditions, Articles 3 and 10. This includes areas selected by the Contractor outside the defined construction limits for mobilization, offices, equipment, or material storage.

## 11. DECONTAMINATE CONSTRUCTION EQUIPMENT

Power wash all construction equipment entering the project site to prevent the spread of noxious weeds and aquatic invasive species. This applies to all FWP projects, whether or not individual construction permits specifically address cleaning of equipment.

## 12. TREE PROTECTION AND PRESERVATION

The Contractor and the Owner shall individually inspect all trees within the project construction limits prior to construction. The Owner shall determine which trees are to be removed and which trees are to be preserved. Construction of the grading, utilities and various roadway facilities must not significantly damage the trees root system or hinder it's chances for survival. Reasonable variations from the Contract Documents, as directed by the Project Representative, may be employed to ensure the survival of trees.

## 13. CONSTRUCTION SURVEYS

The Contractor will be responsible for all layout and construction staking utilizing the Project Representative's existing control and coordinate data for the project. Dimensions and elevations indicated in layout of work shall be verified by the Contractor. Discrepancies between Drawings, Specifications, and existing conditions shall be referred to the Project Representative for adjustment before work is performed. The Project Representative may set location and grade stakes prior to construction; however, it is ultimately the responsibility of the Contractor to check and verify all construction staking for the project.

Existing survey control (horizontal and vertical) has been set for use in the design and ultimately the construction of these improvements. A listing of the coordinates and vertical elevation for each of these control points may be included in the project drawings.

The Contractor will be responsible for preserving and protecting the survey control until proper referencing by the Contractor has been completed. Any survey control obliterated, removed, or otherwise lost during construction will be replaced at the Contractor's expense.

Contractor shall be aware of property pins and survey monuments. Damage to these pins will require replacement of such by a registered land surveyor at no cost to the owner.

The Contractor shall provide construction staking from the Contractor's layouts and the control points. Contractor's construction staking includes at a minimum:

1. Slope stakes located at critical points as determined by the Project Representative.
2. Blue tops every longitudinally and transversely for subgrade and crushed base to verify finish grading of course.
3. Location and grade stakes for drainage features and retaining walls.
4. Location stakes for roadside safety items, permanent and temporary traffic control, and misc. items as determined by the Project Representative.

Original field notes, computations and other records take by the Contractor for the purpose of quantity and progress surveys shall be furnished promptly to the Project Representative and shall be used to the extent necessary in determining the proper amount of payment due to the Contractor.

## 14. MATERIAL SOURCES AND CONSTRUCTION WATER

The Contractor shall be responsible for locating all necessary material sources, including

aggregates, earthen borrow and water necessary to complete the work. The Contractor shall be responsible for meeting all transportation and environmental regulations as well as paying any royalties. The Contractor shall provide the Project Representative with written approvals of landowners from whom materials are to be obtained, prior to approval.

The Contractor may use materials from any source, providing the materials have been tested through representative samples and will meet the Specifications.

Water for compaction efforts shall be supplied by the Contractor.

## 15. MATERIALS SALVAGE AND DISPOSAL

Notify the Owner for any material salvaged from the project site not identified in the Contract Documents. The Owner reserves the right to maintain salvaged material at the project site, compensate the Contractor for relocation of salvaged material, or agreed compensation to Owner for material salvaged by the Contractor.

Haul and waste all waste material to a legal site and obey all state, county, and local disposal restrictions and regulations.

## 16. STORED MATERIALS

Contractor shall use an approved storage area for materials. Materials and/or equipment purchased by the Contractor may be compensated on a monthly basis. For compensation, provide the Project Representative invoices for said materials, shop drawings and/or submittals for approval, and applicable insurance coverage, see General Conditions, Article 9.

## 17. STAGING AND STOCKPILING AREA

Contractor shall use staging and stockpiling sites for to facilitate the project as approved by the Owner. Contract Documents may show approved staging and stockpiling locations. Notify Owner within 24 hours for approval of staging and stockpiling sites not shown on the Contract Drawings.

## 18. SECURITY

The Contractor shall provide all security measures necessary to assure the protection of equipment, materials in storage, completed work, and the project in general.

## 19. CLEANUP

Cleanup for each item of work shall be fully completed and accepted before the item is considered final. If the Contractor fails to perform cleanup within a timely manner the

Owner reserves the right to withhold final payment.

Review these Contract Documents for additional Final Cleanup specifications for specific measures, associated with Contractor responsibilities and final payment.

## 20. ACCESS DURING CONSTRUCTION

Provide access to all public and private roadways and approaches within the project throughout the construction period.

Provide emergency access at all times within the project throughout the construction period.

## 21. CONSTRUCTION TRAFFIC CONTROL

The Contractor is responsible for providing safe construction and work zones within the project limits by implementing the rules, regulations, and practices of the Manual on Uniform Traffic Control Devices, current edition.

## 22. SANITARY FACILITIES

Provide on-site toilet facilities for employees of Contractor and Sub-Contractors and maintain in a sanitary condition.

## 23. CONTRACT CLOSEOUT

The Contractor's Superintendent shall maintain at the project site, a "Record Set of Drawings" showing field changes, as-built elevations, unusual conditions encountered during construction, and such other data as required to provide the Owner with an accurate "as constructed" set of record drawings. The Contractor shall furnish the "Record Set" to the Project Representative following the Final Inspection of the Project.

The Contractor's final payment will not be processed until the "Record Set" of drawings are received and approved by the Project Representative.

## 24. MEASUREMENT AND PAYMENT

Review these Contract Documents for additional Measurement and Payment specifications for definitions. Quantities are listed on the Bid Proposal for Payment Items. Additional material quantities, volumes, and measurements may be shown on the Contract Document drawings and/or specifications.

Unit Price quantities and measurements shown on the Bid Proposal are for bidding and contract purpose only. Quantities and measurements supplied, completed for the project, and verified by the Project Representative shall determine payment. Each unit price will be deemed to include an amount considered by the Contractor to be adequate

to cover Contractor's overhead and profit for each bid item.

The Owner or Contractor may make a Claim for an adjustment in Contract Unit Price if the quantity of any item of Unit Price Work performed by the Contractor differs materially and/or significantly (increase or decrease by 50%) from the estimated quantity indicated on the Bid Proposal.

Lump sum bid item quantities will not be measured. Payment for these lump sum bid proposal items will be paid in full amount listed on the Bid Proposal when accepted by the Project Representative, unless specified otherwise.

**Montana Fish, Wildlife & Parks**

**SPECIFICATIONS FOR WORK**
**TECHNICAL PROVISIONS**

**Incorporation of Montana Public Works Technical Specifications.**

The Technical Specifications as found in Montana Public Works Standard Specifications (MPWSS), Sixth Edition, April 2010 and/or current Addendums or Revisions; are hereby incorporated by reference and made a part of this Contract:

**Incorporation of Montana Fish, Wildlife & Parks Technical Specifications and Modifications to MPWSS Technical Specifications.**

In addition to the MPWSS Technical Specifications are the following Montana Fish, Wildlife & Parks Technical Specifications (modifications to MPWSS Technical Specifications).

SECTION 01010 - Summary of Work
SECTION 01050 - Field Engineering
SECTION 01400 - Contractor Quality Control and Owner Quality Assurance
SECTION 01450 - Mobilization/Demobilization
SECTION 01750 - Final Cleanup
SECTION 01800 - Erosion and Sediment Control
SECTION 02910 - Seeding
SECTION 03310 - Structural Concrete
SECTION 99995 - ADA Fishing Platforms

## SECTION 01010

## SUMMARY OF WORK

All applicable portions of this specification section in the MPWSS shall apply with the following additions, deletions and/or modifications.

### PART 1 GENERAL

1.4 CONTRACTOR USE OF PREMISES

Add the following:

E. Utilize south parking area for Contractor staging and stockpiling of materials. Maintain public access as identified on the project drawings.

**END OF SECTION 01010**

# SECTION 01050

# FIELD ENGINEERING

All applicable portions of this specification section in the MPWSS shall apply with the following additions, deletions and/or modifications.

## PART 3 EXECUTION

Add the following:

1.3 CONSTRUCTION SURVEY

A. Engineer will provide survey control (northing/easting) and benchmarks (local datum) for all designed alignments, radius points, profiles, and elevations as shown on the project drawings.

B. Contractor will be responsible for setting slope stakes and/or grade stakes based on Owner provided elevation staking. Limit grade stake tolerances to +/-0.02'.

## PART 4 MEASUREMENT AND PAYMENT

Add the following:

A. Contractor construction surveying will not be measured for payment, and is considered incidental to other bid items in this contract.

**END OF SECTION 01050**

# SECTION 01400

# CONTRACTOR QUALITY CONTROL AND OWNER QUALITY ASSURANCE

All applicable portions of this specification section in the MPWSS shall apply with the following additions, deletions and/or modifications.

## PART 3 EXECUTION

3.1 GENERAL

C. Replace with the following:

The Contractor is responsible for providing all quality assurance testing by an independent testing agency. The Contractor will pay for all quality assurance testing by an independent testing agency.

## PART 4 MEASUREMENT AND PAYMENT

Replace with the following:

4.1 PAYMENT FOR TESTING

The Contractor will pay for all quality control testing. The Contractor will pay for all quality assurance testing by an independent testing agency. The Contactor will pay for all associated re-testing efforts (both quality control and quality assurance).

**END OF SECTION 01400**

## SECTION 01450

## MOBILIZATION/DEMOBILIZATION

Added Section.

## PART 1 GENERAL

1.1 DESCRIPTION

A. This item shall consist of the prepatory work and operations necessary performed by the Contractor for the movement of personnel, equipment, supplies, and incidentals to and from the work site. The work includes those actions necessary for obtaining necessary permits required for mobilization; for the establishment of all offices and facilities necessary to work on the project; for premiums on contract bonds; for insurance for the contract; and for other work on the various items on the project site. Mobilization costs for subcontracted work shall be considered to be included.

B. Contractor's cost for administration, bonding, insurance, and site documents shall be included in mobilization and shall not be paid as a separate item.

C. All equipment moved to the project sites shall be in good mechanical condition and free of fuel, oil, lubrication, or other fuel leaks. The Contractor shall immediately remove any equipment potentially or actually discharging environmentally damaging fluids.

D. All equipment moved to the project sites shall be thoroughly cleaned before it is brought to the sites to prevent the introduction of weed seeds. Equipment removed from the sites may not be returned to the sites again until it is thoroughly cleaned again.

## PART 2 PRODUCTS – NOT USED

## PART 3 EXECUTION – NOT USED

## PART 4 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

A. There will be no direct measurement of this item.

4.2 PAYMENT

B. Partial payments for mobilization/demobilization will be made based on the lump sum bid price as follows:

- 25% of the amount bid for mobilization/demobilization when the Contractor has moved on-site and begun construction activities.
- 50% of the amount bid for mobilization/demobilization when 25% of the contract amount (exclusive mobilization/demobilization) has been completed.
- 75% of the amount bid for mobilization/demobilization when 50% of the contract amount (exclusive mobilization/demobilization) has been completed.
- 100% of the amount bid for mobilization/demobilization when 75% of the contract amount (exclusive mobilization/demobilization) has been completed.

**END OF SECTION 01450**

# SECTION 01750

# FINAL CLEANUP

Added Section.

## PART 1 GENERAL

1.1 DESCRIPTION

A. This work consists of final cleanup of the project site prior to final acceptance.

## PART 2 PRODUCTS – NOT USED

## PART 3 EXECUTION

3.1 CONTRACTOR RESPONSIBILITES

The contractor shall be responsible for final clean up at the end of the project to a level satisfactory to the owner. All construction debris, no mater how small, shall be collected and removed from the site. All wheel ruts shall be filled in and be leveled to match the adjacent grade and material. Re-seeding or re-sodding, or other re-surfacing may be necessary to repair any construction related impacts or damage.

All survey markings, stakes, temporary paint marks, flagging and other devices shall be removed regardless of who installed them. All excess pavement, concrete, gravel, soil, or other construction materials not intended for permanent use shall be removed.

All final slopes shall be dressed manually to remove woody debris, accumulated trash and oversized material. Any new slope or topsoil surfaces shall be hand raked to provide a uniform appearance. The contractor shall dress all gravel, pavement and concrete edges to eliminate abrupt edges and provide a smooth transition. All construction related temporary sediment control devices shall be removed as soon as practical.

## PART 4 MEASUREMENT AND PAYMENT

4.1 PAYMENT

Unless specifically noted otherwise, all final cleanup work shall be incidental to other work items in the contract and no separate payment shall be made.

## END OF SECTION 01750

## SECTION 01800

## EROSION AND SEDIMENT CONTROL

Added Section.

## PART 1 GENERAL

1.1 DESCRIPTION

A. This work consists of furnishing, constructing, and maintaining permanent and temporary erosion control and sediment control measures as shown on the project drawings and/or project related construction permits.

## PART 2 PRODUCTS

2.1 GENERAL

A. Temporary and erosion control products utilized include but are not limited to backfill material; berms; brush barriers; erosion control blankets, bales, wattles, logs, rolls; erosion control culvert pipe; detention basins; fertilizer; geotextile; mulch; plastic lining; riprap; sandbags; seed; silt fence; and water.

2.2 EROSION CONTROL WATTLES

A. Where designated, provide a sediment retention product made from straw and coconut fiber reinforced with a 100% bio-degradable netting. Use wood stakes to secure sediment retention product in place, spacing per the manufacturer's recommendations. An acceptable product is *Sediment Stop*, manufactured by *North American Green*, or approved equal.

2.2 EROSION CONTROL BLANKETS

A. Where designated, provide a sediment retention product made from straw and coconut fiber reinforced with a 100% bio-degradable netting. Use wood stakes to secure sediment retention product in place, spacing per the manufacturer's recommendations. An acceptable product is *BioNet® S150BN™*, manufactured by *North American Green*, or approved equal.

## PART 3 EXECUTION

3.1 INSTALLATION

A. Provide permanent and temporary erosion control measures to minimize erosion and sedimentation during and after construction according to the contract erosion control plan, environmental permits, and as directed by the Project Representative. These erosion control measures shall be designed, implemented, and maintained by the

Contractor in accordance with Best Management Practices (BMPs) to control erosion and sediment release from the work site.

B. Install permanent and temporary erosion control measures according to the Storm Water Pollution Prevention Plan (SWPPP), if applicable, approved construction permits, and erosion control drawings.

C. When erosion control measures are not functioning as intended, immediately take corrective action.

## PART 4 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT AND PAYMENT

A. Temporary Erosion Control Products will not be measured and considered incidental to other bid items in this contract.

**END OF SECTION 01800**

# SECTION 02910

# SEEDING

All applicable portions of this specification section in the MPWSS shall apply with the following additions, deletions and/or modifications.

## PART 1 GENERAL

1.1 DESCRIPTION

Add following:

This work also includes conserving, placing, and finishing topsoil placement at designated areas on the project drawings or as directed by the Engineer.

## PART 2 PRODUCTS

2.1 SEED

Add the following:

Utilize the following seed mix for all areas to be seeded.

| Seed Name | % Pure Live Seed | Lbs. Per Acre |
|---|---|---|
| Western Wheatgrass | 30 | * |
| Bluebunch Wheatgrass | 20 | * |
| Hard Fescue | 20 | * |
| Slender Wheatgrass | 15 | * |
| Green Needlegrass | 15 | * |

* Drilled Rate = 25 lbs/acre, Broadcast and Hydroseed Rate = 50 lbs/acre

2.2 TOPSOIL

Add the following:

Utilize all salvaged topsoil conserved from clearing and grubbing operations to cover excavation and embankment slopes prior to fertilizing, seeding, or mulching.

2.4 FERTILIZER

Delete this Section.

## PART 4 MEASUREMENT AND PAYMENT

4.1 GENERAL

Delete this section and add the following:

A. Revegetation will be measured and paid by the lump sum (LPSM) including all labor, equipment, materials and incidentals required for the completion of the work.

B. Placing conserved topsoil will not be measured for payment and is considered incidental to other work items in this Contract.

**END OF SECTION 02910**

# SECTION 03310

# STRUCTURAL CONCRETE

All applicable portions of this specification section in the MPWSS shall apply with the following additions, deletions and/or modifications.

## PART 1 GENERAL

1.3 QUALITY ASSURANCE

B. Replace with the following:

Concrete Testing: The Contractor shall employ at his expense a testing laboratory acceptable to the Engineer to perform material evaluation and/or perform the mix design prior to placing any concrete, and to perform quality assurance and acceptance testing during onsite placement of the concrete.

## PART 2 PRODUCT

2.1 CLASSIFICATION

Add the following to Subsection A.1:

1. Use M-4000 concrete for all fishing platform foundation units.
2. Use M-4000 concrete with the addition of Fibermesh-150 polypropelyne fibers at the rate of 1.5 pounds per cubic yard for fishing platform deck.

## PART 3 EXECUTION

3.4 PLACING CONCRETE

A. Delete the last sentence.

Add the following:

B. Provide written and/or verbal communication notice to the Project Manager three (3) working days, excluding Saturday and Sunday, prior to any project concrete pour, regardless of pour quantity. For clarification, all written communication notices have to received in the FWP Design and Construction Office per this requirement. Failure to provide notification will result in a deduct of pour quantity from the associated bid item. Lump sum bid items will be deducted based on the concrete placed percentage.

## PART 4 MEASUREMENT AND PAYMENT

4.1 GENERAL

Add the following:

B. Include cost of all concrete for fishing platform foundation units and deck in the lump sum bid amount for ADA Fishing Platform.

**END OF SECTION 03310**

## SECTION 99995

## ADA FISHING PLATFORMS

Added Section.

## PART 1 GENERAL

1.1 DESCRIPTION

This work consists of constructing two ADA accessible fishing platforms in accordance with the project drawings and specifications.

## PART 2 PRODUCTS

2.1 CONCRETE

Use concrete as specified in Section 03310 of MPWSS.

2.2 REINFORCING STEEL

Use plain, deformed reinforcing steel conforming to Section 03210 of MPWSS.

2.3 STRUCTURAL STEEL

A. Use the following steel grades: ASTM A992 for wide flange beams. ASTM A36 for plates, channels and angles. ASTM A500 Grade B for pipe.

B. Provide powder coat finish on all structural steel and railing.

2.4 METAL FORM DECK

Use Vulcraft 1.5VL20 galvanized metal floor deck for stay-in-place form deck.

2.4 CONNECTORS

A. Use standard hex bolts of size(s) indicated on the project drawings and conforming with ASTM A325 for bolted steel connections.

B. Use threaded anchor rods of size(s) indicated on project drawings and conforming with ASTM A36. Drill and epoxy cement in place using Hilti HIT-RE 500 adhesive, in accordance with manufacturer recommendations.

C. Use Hilti KB3 304SS stainless steel expansion anchors of size(s) indicated on the project drawings.

D. Use Hilti X-CR 16 P8 stainless steel fastener pins.

C. Use E70XX weld electrode complying with AWS D1.1.

2.5 PIER CASING

Use 18 gauge, galvanized, corrugated metal pipe conforming to Section 02725 of MPWSS.

2.6 6-INCH MINUS ROCK

Use 6-inch minus, hard, angular rock that is resistant to weathering and water action, and free of organic or other unsuitable material. Do not use shale, rock with shale seams, or other fissile or fissured rock that may break into smaller pieces in the process of handling and placing.

2.7 SUBMITTALS

A. A minimum of 14 days prior to placing concrete, submit for review and approval the proposed concrete mix design, including concrete cylinder compressive strength test laboratory report performed within the previous twelve months for the proposed mix design.

B. A minimum of 14 days prior to fabricating reinforcing steel, submit for review and approval fabrication shop drawings for the reinforcing steel, and steel mill certification for each bar size.

C. A minimum of 14 days prior to fabricating the platform units, submit for review and approval steel fabrication shop drawings showing all materials to be used in construction of the platform. Also, submit color samples for the powder coat finish for selection by Engineer. Railing color will be either black or brown. Color of all other structural steel will be dark red. Provide color samples for black and for several shades of brown and red.

**PART 3 EXECUTION**

3.1 FOUNDATION UNITS

A. General: Construct foundation units in conformance with the requirements of the project drawings and Section 03310 of MPWSS.

B. Excavation:

1. Excavate materials of whatever type encountered as required for construction of the foundation units. When personnel will enter excavations, make excavations safe for entry in accordance with OSHA requirements.

2. Provided dewatering means (pumps, etc.) to dewater excavations as necessary to complete construction of foundation units.

3. At area of pier foundations, construct temporary cofferdam and dewater.

4. Excavate 2 feet below bottom of pier foundations within a trench having bottom area of 3 feet wide by 10 feet long as shown on the project drawings. Construct a 2-foot thick layer of 6-inch minus rock in the bottom of the excavation. Place rock in 8-inch thick lifts and compact.

5. Dispose of excavation spoils offsite or, if permitted by Engineer, at onsite location designated by Engineer.

C. Formwork:

1. Construct temporary formwork for a minimum of the upper 18 inches of the grade beam height. Below the formwork, concrete may be placed directly against the excavation sidewalls, providing the excavation sidewalls are stable and the minimum required grade beam thickness is achieved.

2. Utilize the specified corrugated pipe casing as permanent, stay-in-place forms for the pier footings. Firmly seat entire perimeter of casing into bottom of excavation sufficiently to prevent plastic concrete from escaping from casing during placement.

3. Set finish elevation of top of pier footings in relation to that of the grade beam bearing seat such that the platform floor deck, when completed, will slope to drain towards adjacent sidewalk as shown on project drawings. If top of casing extends above planned finish elevation of pier footings, cut off casing at required elevation and grind smooth all sharp edges.

4. Backfill excavation area around pier casings with 6-inch minus rock. Place rock in 8-inch thick lifts and compact. Ensure that during backfilling, casings remain plumb and do not move vertically or laterally.

D. Reinforcing Steel:

1. Install reinforcing steel bars as shown on project drawings and in conformance with Section 03210 of the MPWSS.

E. Concrete Placement:

1. Arrange for materials testing laboratory to perform field sampling and testing, and laboratory testing of concrete. Make one set of 5 compressive strength test cylinders each day of concrete placement. Have testing lab test one cylinder each at 7 and 14 days, two cylinders at 28 days, and hold one if needed for a 56-day break in the event of low strength result.

2. Pump out water from inside grade beam formwork and pier footing casings immediately prior to placing concrete.

3. Provide temporary hold-downs and lateral bracing on pier casings to prevent vertical or lateral movement during concrete placement.

4. Place concrete in accordance with Section 03310 of MPWSS.

5. Remove grade beam formwork after a cure period of 48 hours minimum.

F. Backfilling and Applying Loads:

1. Backfill against sides of grade beam using native material removed during excavation, with the exception that all stones exceeding six inches in dimension are to be removed. Place backfill material in six inch thick loose lifts and compact.

2. Following placement of concrete, wait a minimum of 14 days or until concrete for all foundation units attains the required minimum 28-day compressive strength, whichever occurs first, before setting platform on foundation units.

## 3.2 STEEL PLATFORM FABRICATION AND INSTALLATION

1. Shop fabricate the steel platform as a pre-assembled single unit, and the steel support beam as shown on the project drawings. Construct and install the steel platform in conformance with the requirements of the project drawings, specifications, and the American Institute for Steel Construction "Code of Standard Practice for Steel Buildings and Bridge" and "Specifications for Structural Steel Buildings," and the American Welding Society "D1.1 Structural Welding Code-Steel."

2. Apply powder coat finish to all structural steel and railing as follows: Remove slag from all welds. Using solvent wash and clean all steel to Society for Protective Coatings (SSPC) SP-1 requirements, then commercial blast to SSPC SP6 requirements. Apply a zinc-rich prime coat followed by a Triglycidyl Isocyanurate (TGIC) Polyester powder top coat with a minimum thickness of 60 microns.

3. At welds made after application of powder coat finish, clean and touch up welds with same, or compatible, paint system.

4. Deliver steel platform and associated materials to project site.

5. Wait a minimum of 14 days following placement of concrete for foundation units or until concrete attains the required minimum 28-day compressive strength, whichever occurs first, before setting platform on foundation.

6. Set steel support beam on pier footings and anchor to piers as shown on project drawings. Adjust support beam bearings as needed so that platform floor deck, when completed, will slope to drain towards adjacent sidewalk as shown on project drawings. Make any needed elevation adjustments using steel shim plates of required thickness and with length, width, and bolt hole pattern matching that of the support beam base plates.

7. Attach rigging and lift and set steel platform unit in place, in manner so as to not damage platform or foundation units.

8. Bolt the steel platform to steel support beam.

9. Anchor steel platform to foundation grade beam as shown on project drawings.

10. Install stay-in-place metal form deck in shop or onsite. Fasten deck to supports using Hilti X-CR 16 P8 stainless steel fasteners on 4/36 pattern at interior supports, and at 12 inches on center around perimeter. Sidelap fasteners to be button-punch crimps at 24 inches on center. Install rib closure end dams at perimeter supports, or provide snug fit against edge framing members to prevent leakage of wet concrete.

3.3 CONCRETE DECK PLACEMENT

1. Arrange for materials testing laboratory to perform field sampling and testing and laboratory testing of concrete. Make one set of 5 compressive strength test cylinders each day of concrete placement. Have testing lab test one cylinder each at 7 and 14 days, two cylinders at 28 days, and hold one if needed for a 56-day break in the event of low strength result.

2. Furnish and place concrete for platform deck as shown on project drawings and in accordance with the requirements of Section 03310 of MPWSS.

3. Provide a medium broom finish.

4. Saw cut slab joints as soon as can be done without edge raveling.

5. Following placement of deck concrete, wait until deck concrete attains the required minimum 28-day compressive strength before subjecting the deck to live loads.

## PART 4 MEASUREMENT AND PAYMENT

4.1 GENERAL

A. ADA Fishing Platforms will be measured and paid for by the Lump Sum (LPSM) including all labor, equipment, materials, and incidentals required for the completion of the work for construction of two platforms.

**END OF SECTION 99995**